

**OFFICE OF THE STATE PROJECT DIRECTORATE  
RASHTRIYA UCHCHATAR SHIKSHA ABHIYAN (RUSA)  
MEGHALAYA ::: SHILLONG**



No.RUSA/ADM/MDC/58/2018-19/26

Dated Shillong the 12<sup>th</sup> September, 2018

**SHORT NOTICE INVITING TENDER**

1. Sealed tenders along with affixed non - refundable court fee stamp of Rs. 2000.00 are hereby invited in 2 (two) cover Bid system *i.e. Technical Bid and Price Bid* separately along with by the undersigned on behalf of the Governor of Meghalaya, from the Registered Class-I: Meghalaya P.W.D. (Building),/ Class-I Contractor of Central P.W.D/MES Class I Contractor; having a valid Electrical License /Labour License/Registration with Employees Provident Fund Organisation /Employee State Insurance Corporation from Ministry of Labour & Employment, Govt. of India/Building and other construction workers from State Labour Department and having requisite qualifications with experience of executing similar buildings for the under mentioned work and will be received in the Office of the **State Project Directorate, RUSA Cell, Room No-214, Additional Secretariat Building , Education Department, Meghalaya, up to 2.00 P.M. of 8<sup>th</sup> October, 2018.** The bids will be opened on the same day at 3:00 PM.
2. The Technical Bid will be opened on the same date and hour in the presence of the intending Bidders or their authorized representatives. However, if the last date is declared as a holiday, then the next working day will be the schedule date for receiving and opening of the bid. The Price Bid of the pre-qualified bidder will be opened on a specified date in the presence of the bidder or their authorized representatives and the date for opening of Price Bid will be duly notified.
3. Detailed tender papers may be obtained from the **State Project Directorate, RUSA Cell, Room No-214, Additional Secretariat Building, Education Department, Meghalaya, from the 17.09.2018 to 05.10.2018 during office hours** on payment of non-refundable fee of **Rs. 22,000.00** by Banker's Cheque / DD payable in favor of 'State Higher Education Council, Meghalaya'
4. **NAME OF WORK :- Construction Of Model Degree College at Patharkhmah, Ri Bhoi District, Meghalaya**
5. **APPROXIMATE TENDER VALUE: - Rs. 11, 01, 99,000.00/- (Rupees Eleven Crores One Lakh Ninety Nine Thousand) Only**
4. **RATES :-** Rates are to be quoted on flat percentage basis *i.e.* AT PAR / ABOVE the Schedule of Rates for Building Works for 2015-16 as applicable in Khasi Hills/ Garo Hills District and AT PAR / ABOVE the Schedule of Rates for Electrical Works for 2016-2017 as applicable in the state of Meghalaya.
5. **TIME OF COMPLETION:-18 (Eighteen) Months** from the date of issue of Final Work Order.
6. Non-Tribal Contractors shall have to produce valid Trading License before purchasing Tender Forms failing which no tender papers will be issued.
7. Other details can be seen in the Detailed Notice Inviting Tender.
8. The Office of the State Project Directorate, Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Meghalaya, Shillong reserves the right to accept or reject any or all tender without assigning any reason thereof.

Sd/-

Director of Higher & Technical Education &  
Deputy Project Director, RUSA  
Education Department  
Meghalaya ::: Shillong

Copy to:-

1. The Directorate of Information & Public Relation, Meghalaya Shillong with a request to get the notice published in 1(one) issue of the Local Newspapers having wide publicity in Meghalaya. The Bill for publication may be send to the **Office of the State Project Directorate, RUSA Cell, Room No- 214, Additional Secretariat Building, Meghalaya, , Shillong.**
2. The Director, Higher and Technical Education, Meghalaya Shillong for information
3. RUSA Website / Education Website
4. Tender File.
5. Notice Board.

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Director of Higher & Technical Education &  
Deputy Project Director, RUSA  
Education Department  
Meghalaya ::: Shillong

**OFFICE OF THE STATE PROJECT DIRECTORATE  
RASHTRIYA UCHCHATAR SHIKSHA ABHIYAN (RUSA)  
MEGHALAYA ::: SHILLONG**



No.RUSA/ADM/MDC/58/2018-19/26

Dated Shillong , the 12<sup>th</sup> September, 2018

**DETAILED NOTICE INVITING TENDER**

1. Sealed tenders along with affixed non - refundable court fee stamp of Rs. 2000.00 are hereby invited in 2 (two) cover Bid system i.e. Technical Bid and Price Bid separately along with by the undersigned on behalf of the Governor of Meghalaya, from the Registered Class-I: Meghalaya P.W.D. (Building),/ Class-I Contractor of Central P.W.D/MES Class I Contractor; having a valid Electrical License /Labour License/Registration with Employees Provident Fund Organisation /Employee State Insurance Corporation from Ministry of Labour & Employment, Govt. of India/Building and other construction workers from State Labour Department and having requisite qualifications with experience of executing similar buildings for the under mentioned work and will be received in the **Office of the State Project Directorate, RUSA Cell, Room No-214, Additional Secretariat Building , Education Department, Meghalaya, up to 2.00 P.M. of 8th October, 2018. The bids will be opened on the same day at 3:00 PM.**
  2. The Technical Bid will be opened on the same date and hour in the presence of the intending Bidders or their authorized representatives. However, if the last date is declared as a holiday, then the next working day will be the schedule date for receiving and opening of the bid. The Price Bid of the pre-qualified bidder will be opened on a specified date in the presence of the bidder or their authorized representatives and the date for opening of Price Bid will be duly notified.
  3. Detailed tender papers may be obtained from the **State Project Directorate, RUSA Cell, Room No-214, Additional Secretariat Building, Education Department, Meghalaya**, from the **17.09.2018 to 05.10.2018** during office hours on payment of non-refundable fee of **Rs. 22,000.00** by Banker's Cheque / DD payable in favor of '**State Higher Education Council, Meghalaya**'
2. **NAME OF WORK :- Construction Of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya**
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5. **TIME OF COMPLETION:-18 (Eighteen) Months** from the date of issue of Final Work Order.
6. Non-Tribal Contractors shall have to produce valid Trading License before purchasing Tender Forms failing which no tender papers will be issued.
7. 1% Labour cess under Meghalaya Building & other Constructions Workers (Regulations of Employment & Condition of Service) Rules 2008 shall be deducted from the Contractor's Bill.
8. Forest Royalty and other Minor minerals shall have to be paid by the contractor as per latest Government of Meghalaya notifications
9. The Office of the State Project Directorate, Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Meghalaya, Shillong reserves the right to accept or reject any or all tender without assigning any reason thereof.

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Director of Higher & Technical Education &  
Deputy Project Director, RUSA  
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**Eligibility criteria for the work:-**

- I. The bidder should have satisfactorily completed during the last **5 (Five) years** of at least:-  
(i) 1(one) Building work of similar nature in any Government organization/Government Sector Corporation/Public Sector Organisation /NEHU and having a tender Value of not less than Rs 5.00 Crores ( Rupees Five Crores)

**OR**

- (ii) The Bidder should be satisfactorily executing currently at least 1(one) work of similar nature in any Government organization/Government Sector Corporation /Public Sector Organisation /NEHU and having completed **billing not less than 50%** of the current value of work for which pre – qualification is sought.

***The Work of construction of RCC Building at least G+2/ RCC framed building with CGI sheet with composite works of Civil work, Electrical work, Sanitary and water supply etc. shall be considered as similar work. OR Construction of RCC Bridge and peripherals shall be considered as work of similar nature.***

- II. **The average annual turn – over ( Construction works only)** of works over the last **3 (Three) financial years** shall not be less than Rs 5.00 Crores against which the requisite certificates from the Chartered Accountant/Competent Authority has to be submitted along with the pre – qualification bid.

- III. The prospective applicant/bidder/Firm shall have their own/on lease/on hire necessary plants and machineries for the execution of the construction work. The documents of ownership duly attested by Government Notary for the Plants and Machineries are to be attached and submitted along with the Pre – qualification bid. In case the Plants & Machineries are on lease/on hiring, **the bidder must submit an affidavit** with necessary photograph of machineries registered in the Court of Law affirming that he will use the stated machineries/Plants to execute the work.

- IV. The Bidder shall have to furnish all necessary documents of the responsible Technical representative/Site Engineer and other Supervisory staffs to be in – charge and to supervise the construction work, such as certificate of qualifications, experience in the respective fields etc. along with the undertaking from the concern **Technical representative/Site Engineer confirming that he/she has agreed to supervise this particular construction work also to be supported with court affidavit. In case of retired Government Servant(s) who is / are employed as site Engineer(s), Certified copy of the Permission from the concerned Government Department indicating the date of retirement should be submitted as per the Meghalaya Civil Service(Pension) Rules chapter XII section 86.**

- V. Non – tribal contractors shall have to furnish the valid Trading License from the concern Autonomous District Council before purchasing of tender documents, failing which no tender documents will be issued.

- VI. The bidder shall demonstrate that he/she has access to or has available liquid assets (Working Capital in hand and Bank guarantees) and credit facilities of not less than 30% (Thirty Percent) of this project cost. The bidder should furnish the following supporting documents along with the pre – qualification Bid:-

- a) Audited Balance Sheet for the last 3 (Three) financial years.
- b) Own resources (Rs.in lakhs) as on 31.03.2018 (Audited Balance Sheet) or Latest Bank Statement
- c) Bank credits (Rs.in lakhs) as on any date between 1.4.2018 & 30.6.2017.  
Certificate from the bidder bankers should be attached.

- VII. The Contractor/Firms who fulfill all the above conditions shall be eligible to cast their tender/bid.

- VIII. Tenders should always be placed in sealed envelope, with the name of work and due date written on the envelopes, and will be received by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong up to **14:00 hrs** on the **8<sup>th</sup> October, 2018** and will be opened in his office on the same day at 15.00 hrs.

- IX. The Office of the State Project Directorate, Rashtriya Uchcharat Shiksha Abhiyan (RUSA), Meghalaya, Shillong has every right to reject all or any tender without assigning any reason thereof.
- X. The Comparative Statement of all the Bidders will be placed before the Tender Committee for Pre - qualification.
- XI. The Rates are to be quoted against each nature of work given in the detailed N.I.T. Also refer to *clause no.5 of Appendix B*.
- XII. Even though the bidders meet the above qualifying criteria, they are subjected to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and/or record of poor performance such as abandoning the works not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- XIII. The validity period of the Tender is 90 (Ninety) days with effect from the date of opening of the Tender (Price Bid).

To,

The State Project Director,  
Rashtriya Uchchar Shiksha Abhiyan (RUSA),  
Meghalaya, Shillong

Tender for the Work: - **Construction of Model Degree College at Patharkmah, Ri Bhoi District**

Sir,

I/We have the honour to submit herewith the tender for the above mentioned work for which tender documents having been purchased vide receipt No \_\_\_\_\_ dated \_\_\_\_\_.

I/We submit here under the following documents duly attested for favour of your consideration.

1. Earnest Money of required amount of 2% for General Category and 1% for SC/ST Category.
2. Attested Passport size Photograph of the Contractor.
3. Registration with Employees Provident Fund organization and Employee State Insurance Corporation
4. Latest attested Income Tax Clearance Certificate for the year.
5. Latest attested GST Clearance Certificate for the year.
6. Latest attested Professional Tax Clearance Certificate for the year.
7. Schedule Tribe/Caste Certificate.
8. The power of Attorney in original or in Court Certified copies.
9. The constitution of the Firm.
10. Attested copy of Registration/Renewal letter for 2018-2019.
11. Latest attested copy of Electrical License & Labour License and Building and other construction workers.
12. Money receipt in original for purchase of tender papers.
13. Trading License in case of Non – Tribal Contractors only.
14. Audited Balance Sheet for the last 3 (Three) Financial years by Chartered Accountant.
15. Original copy of Banker's Certificate.
16. List of Machineries such as Concrete Mixtures, Vibrators, Pumps, Trucks etc with supporting documents.
17. Undertaking from a qualified engineer along with verification of qualification and permission from the Government in case of retired Government Engineer to be employed in this work failing which the tender is liable for cancellation. (**Appendix A - IV**)
18. Attested copy of Experience Certificates with Completion Report for similar works. (**Appendix -A - I**)
19. Latest copy of Central labour license to be enclosed.
20. Employee's group insurance (for workers).
21. And all other documents required as per the terms and conditions of the detailed N.I.T.

I/We have gone through the terms and conditions of the detailed N.I.T and agreed to abide by the proposed terms and conditions. I/We therefore sign and return the tender documents in original in sealed cover A.

Enclosed: - Tender document in  
Original and all  
Relevant Certificates  
Duly attested.

Yours Faithfully,

**Signature of Contractor/firm**

Dated. \_\_\_\_\_.

Name in block letter \_\_\_\_\_  
Registration No. \_\_\_\_\_  
Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_  
Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_  
Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_  
Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_  
Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_  
Complete Postal Address \_\_\_\_\_  
\_\_\_\_\_

**REJECTION OF TENDERS:**

**APPENDIX – A**

1. All Bidders are hereby cautioned that conditional deviation from the set conditions of contract or other requirements stipulated in the tender documents shall be summarily rejected as non – responsive and shall not be considered further in tender evaluation and contract award.
2. A tender not accompanied by documents such as Employee Provident Fund Organization, Employee State Insurance Corporation, GST, Income tax, Professional tax clearance, Labour license, Electrical license and any other relevant documents as mentioned in the tender, render itself liable for rejection.
3. A tender containing any erasure or otherwise defective shall be rejected.
4. Tenders not accompanied with the stipulated amount of Earnest Money shall be summarily rejected.
5. Canvassing directly or indirectly in connection with the tender in any form renders the tender liable to be rejected.
6. Undesirable practices, reckless and speculative bids and offer which is below the Schedule of Rates shall be summarily rejected.

Sd/-  
Director of Higher & Technical Education &  
Deputy Project Director, RUSA  
Education Department  
Meghalaya ::: Shillong

The tender shall be submitted in the following order:-

- 1) The Pre – qualification Bid/Technical Bid shall be super - scribed “**SEALED COVER A**” and shall consist of the following :-
  - 1.1. A covering letter from the Bidder.
  - 1.2. A list of documents accompanying the Tender.
  - 1.3. Duly executed power of Attorney in case of Partnership/firm.
  - 1.4. Latest attested copies of Labour license, Electrical license, GST/ Sales tax clearance, Income tax clearance, PAN card and Professional clearance certificates.
  - 1.5. Detailed Programme of Work/ Bar Chart for execution of the work
  - 1.6. Certificate and proforma as required in the detailed N.I.T document duly signed-list of past work already executed and certificates thereof is to be enclosed.
  - 1.7. The detailed N.I.T documents duly signed on every page as a token of acceptance by the intending Bidder.
  - 1.8. Attested copy of the contractor’s photograph.
  - 1.10 Any other information required to be submitted in according with the detailed N.I.T document.
  - 1.11. Money receipt in original towards cost of tender documents.
  - 1.12. Audited Balance Sheet for the last 3 (Three) years & Average Annual Turnover to be indicated as per Annexure A (v)
  - 1.13. Original copy of Banker’s Certificate/Solvency certificate 20%
  - 1.14. Attested copies of experience certificates.
- 2). **The Price bid/tender showing the total cost for execution of work shall be given separately in the detailed N.I.T. The Price Bid shall be detached from the detailed N.I.T document and shall be submitted in a separate sealed cover super - scribed “SEALED COVER B (RATES)”.**
  - 2.1 The rates shall be quoted both in figures and in words. The discrepancy between the amount in figures and in words, the amount in words shall govern.
- 3). Both the **Sealed Cover A and Sealed Cover B** shall be submitted together in another *cover*.
  - 3.1 The inner and outer envelope (Sealed Cover) shall:-
    - (a) Be address to the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, (Room No -214, Additional Secretariat Building)
    - (b) Bear the following identifications:-
      - (i) Particular description of the work.
      - (ii) Name and complete postal address of the bidder to enable to return the un-opened tender incase it is declared as received late or is otherwise, unaccepted.
- 4). The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong will not take any responsibility for non-receipt or delay in receipt of detailed N.I.T.
- 5). **RATES:**
  - 5.1 Rate for the work mentioned in the fore-going clauses is to be quoted on Price Bid and the total amount against each item/nature of work. Rates quoted in words and figures shall be inclusive of all prevailing **Taxes** in the State of Meghalaya.
- 6). The Bidders shall prior to submitting this tender for the work, examine drawings, conditions of contract and the specification of work. They shall also inspect the site and satisfy themselves on their own as to the physical conditions prevailing at site, the nature, extent and practicability of the work existing access to the site, power supply and other facilities. The availability of different materials and their adequacy for the execution of the work, Labour and probable Site for Labour camp, stones, go-down etc. They shall take into consideration the local conditions, obstructions in work; if any over the entire period required for completion of the work. They shall themselves obtain the necessary information as to risk contingencies and the circumstances which may affect or influence their tender. Other change consequence on any misunderstanding of otherwise shall not be allowed after casting their tenders.
- 7). The Bidders shall be deemed to have full knowledge of the site, whether he inspects it or not. Extra charges consequence to any misunderstanding or otherwise shall not be allowed.



- 1). The Bidder must ensure that all copies of the documents to be submitted are duly attested.
- 2). All corrections, interpolations or cutting in these tenders must be attested in ink/dot pen by the Bidder or his authorize representative with his dated signature in ink/dot. No erasers should be used in the Tender.
- 3). Any tender containing any erasers or containing any corrections which are not in conformity with the above shall be rejected.
- 4). It will be obligatory for the Bidders to keep the offer of their tender valid for a period of 90 (ninety) days from the due date for receipt of tender. If any Bidder withdraws the tender before the said period makes any modification in the terms and conditions not acceptable to the department, then the department shall without any prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.
- 5). The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong shall have the right to omit or suspend certain items of works to revise or to amend the tender documents prior to the date of receipt and opening of the tender. Such revisions or amendment or extensions, if any, shall be given vide publicity through new papers and communicated to other concerned in the form of corrigendum by post.
- 6). All works shall have to be carried out as per specification conforming to the latest relevant I .S Codes/BIS and Specifications of Building work of MPWD.
- 7). The agreement shall be subsequently drawn up in the PWD F-2 form and this Detailed Notice Inviting Tender document shall form part of the agreement. The terms and conditions of these detailed tender documents shall supersede those of the PWD F-2 form wherever the former are at variance with the latter.
- 8).The Bidder is to sign in all the pages of the Detailed Notice Inviting Tender documents as a token of acceptance of the various conditions of these manner documents, without which the tender is liable to be rejected.
- 9). The acceptance of tender will rest with The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong
- 10). The tender is liable to cancellation, if either the contractor himself or any of his employee is found to be a person who previously belong to gazette rank in any Governmental department but retired and has not obtained necessary permission from the government for such contractor's employment. Technically qualified and experienced person (s) as well be approved by the Engineer in-charge shall have to be kept at site by the contractor to supervise the work.
- 11). Canvassing in connection with the acceptance of the tender is strictly prohibited and is liable to disqualify the tender without assigning any reason thereof.

## 12 .OPENING OF TENDER

12.1 The tender document in *Sealed Cover A* will be opened by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong or such officer as may be authorized on behalf of the office on **8<sup>th</sup> October, 2018** at **3.00 PM** in the presence of the Bidders or their authorized representatives as may be present .In case the above date is declared as holiday, the tenders will be opened on the following working days at the same time as stated above.

12.2. The price bid of those Bidders found to be qualified shall be opened at a notified date.

12.3. The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong reserves the right to open or not to open the priced bid in sealed *Cover B* of any Bidder without assigning any reason (s) thereof.

13. EARNEST MONEY will be at the rate of 2% of the tender amount for tenders of General Category and 1% of the tender amount in case of Bidders belonging to the Scheduled Tribe of Meghalaya. The Earnest Money shall be in the form of Call Deposit or Bank Draft issued by any Nationalised Bank drawn in favour of '**State Higher Education Council, Meghalaya**' and payable in Shillong.

## 14. CONDITIONS RELATING TO AWARD OF WORK

14.1 The successful Bidder will be notified by a letter that his tender has been accepted. The successful Bidder will have to furnish the necessary *Security Deposit* as per items and conditions mentioned in *clause no.17.1* and sign the formal tender agreement to be drawn up by the Department within 30 (thirty) days of communication of acceptance of his tender. No Work shall be started before signing of the formal tender agreement.

## 15. SECURITY DEPOSIT

15.1 The successful Bidder will be required to furnish security deposit for due fulfillment of his contract. The total security deposit will be 10% (ten percent) of gross payment to the contractor; but however, a security deposit in any approved form of deposit amounting to 2% (two percent) of the value of the contract will have to be furnished by the successful Bidders at the time of signing of formal tender agreement and before issue of Final Work Order. The balance of the security deposit shall be recovered from the contractor from his interim bills @ 8% (eight percent) from subsequent payment.

15.2 The recovery of Security Deposit deduction from running account bills do not arise in case the contractor deposits the total security deposit in the form of Government securities of deposit at call receipts for total amount acceptable to the Government duly pledge to the **State Higher Education Council**

15.3 The recovery of security deposit will be retained by the department for a period of 6 (six) months after completion of the work during the defect liability period as provided in clause 32 of these documents. But for any reason, if the final payment of the work is not made within 6(six) months of the date of completion, the validity of the security deposit shall have to be extended up to the date of final payment.

15.4 In case the contractor does not complete the work or leaves the work or part of it unfinished the security deposit by the contractor will be forfeited to the Government and recovery in the form of penalty may be imposed due to non - completion of work in the time as per clause 3 of the F-2 form.

## 16. MATERIALS, PERSONNEL AND EQUIPMENT

16.1 Constructions materials like cement and steel shall have to be procured by the contractor /firm themselves at their own arrangement. The constructions materials conforming to I.S. specifications shall be procured by the contractor/firm from any of the registered/authorized dealers/manufacturers. Documentary proof of purchase like cash memo, sales tax certificate, test report etc should be submitted to the Engineer in Charge for his necessary verification and subsequent acceptance/rejection which is final.

- (a) HYSD Steel : (Grade Designation 415) conforming to IS: 1786.) Yield stress  $F_y = 415$ :
- (b) Cement Ordinary Portland cement conforming to IS: 269 and IS: 456.
- (c) Bricks – First Class Brick Conforming to I.S Code.

16.2 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Engineer In-Charge. The Engineer In-Charge shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. List of Key Equipment and Field Testing Laboratory Equipment as per **Annexure-A(ix)**

## 17. STORAGE

17.1 Materials required for the work shall be procured by the contractor and shall be stored by the contractor only at approximately and safe places, storage and safe custody of the materials shall be the responsibility of the contractor. If during construction, it becomes necessary to preserve or shift the stored materials, shed, workshops etc to facilitate construction of the building or the approach roads, the contractor shall have to do so at his own cost as directed by the Engineering in-charge.

17.2 The contractor shall exercise utmost care while using an inflammable material so as not to endanger life and property and he/she shall be solely responsible for any and all damages resulting from the use of such materials. Further he/she shall identify the department and its officers and employment against any claim or liability arising out of accident or violation of any law, rules, orders etc enforces regarding use of such materials.

## 18. SAMPLING AND TESTING

18.1 The contractor, using the Field Testing Laboratory Equipment shall conduct the following tests on construction materials:-

### 1. TESTING OF COARSE AND FINE AGGREGATE:

- a) Sieve analysis as per IS : 2386 (Part-I)- 1963.
- b) Deleterious materials as per IS: 2386 (Part-II) – 1963.
- c) Specific gravity, density, voids and absorption as per IS: 2386 (Part-III) – 1963.
- d) Soundness as per IS: 2386 (Part-V) – 1963.

### 2. TESTING OF COARSE AGGREGATE:

- a) Aggregate crushing value as per IS: 2386 (Part-IV) – 1963.
  - b) Elongation and flakiness index as per IS: 2386 (Part-I) – 1963.
3. TESTING OF FINE AGGREGATE:
- a) Silt content as per IS: 2386 (Part-I) – 1963.
  - b) Material finer than 75 micron as per IS: 2386 (Part-I) – 1963.
  - c) Organic impurities as per IS: 2386 (Part-II) – 1963.
  - d) Bulking as per IS: 2386 (Part-III) – 1963.
4. TESTING OF CEMENT AS PER IS: 4031:
- a) Fineness of cement by dry sieving.
  - b) Determination of soundness by le-chatelier method.
  - c) Determination of consistency and setting time.
  - d) Determination of compressive strength.
5. CONCRETE MIX DESIGN
6. TESTING OF FRESH CONCRETE:
- a) Test for workability as per IS : 1199-1959.
  - b) Determination of density, yield, cement factor and air content as per IS : 1199-1959.
  - c) Casting of cubes as per IS : 516-1959.
  - d) Test for water/cement ratio and concrete 28 days compressive strength in 15 minutes of any grade of cement, so that any concrete batch discharged from the mixer found sub-standard should not be allowed for placing.
7. TESTING OF HARDENED CONCRETE:
- a) Compressive strength as per IS : 516-1959.
  - b) Density.
8. TESTING OF CONCRETE ADMIXTURES AS PER IS: 2645 AND IS: 9103.
- a) Workability test.
  - b) Permeability test by capillary absorption method
  - c) Setting time
  - d) Compressive strength
  - e) Bleeding.
9. TESTING OF BRICKS:
- a) Compressive strength as per IS: 3495 (Part-I) – 1976.
  - b) Water absorption as per IS: 3495 (Part-II) – 1976.
  - c) Efflorescence as per IS: 3495 (Part-III) – 1976.
10. TESTING OF TARFELT AS PER IS: 1322 – 1982.
- a) Pliability test
  - b) Storage sticking test
  - c) Heat resistance test
  - d) Water absorption test.
11. TESTING OF GLAZED TILES AS PER IS: 777- 1970.
- a) Impact strength test
  - b) Water absorption test
12. TESTING OF MARBLE AS PER IS: 1124-1974
- a) Water absorption test
  - b) Specific gravity test
13. TESTING OF WOOD AS PER IS: 287-1973
- a) Compressive strength
  - b) Moisture content
  - c) Density

**Cost of all the field tests is deemed to be included in the Rates quoted by the contractor and nothing extra is payable.** Routine tests shall be carried as per the requirement for quality control and as directed by the Engineer In-Charge. Any test which cannot be carried at the field lab and directed by Engineer In-Charge shall be got done from the approved laboratory.

18.2 The contractor shall at his own expense and without delay, supply to the Engineer in-charge samples/cubes of materials proposed to be used in this work. The Engineer in-charge within 21(twenty one) days of supply of samples/cubes or within such further period as may be required intimate to the contractor in writing whether samples are approved by him or not.

18.3 If samples are not approved, the contractor shall forthwith arrange to supply to the Engineer in-charge for his approval of fresh samples complying with the specification laid down with the contract.

18.4 The Engineer in-charge shall be entitled to have test carried out as specified in the contract for any materials supplied by the contractor other than that for which satisfactory proof has already been furnished, at the cost of the contractor and the contractor shall provide at his expenses all facilities which the Engineer in-charge may be required for the purpose.

18.5 If any tests other than those specified in the contract are required by the Engineer in-charge, the contractor shall provide all facilities required for the purpose and the charge for such tests shall be borne by the Department.

18.6 The cost of materials consumed in tests shall be borne by the contractor in all cases.

#### 19. DEFECTIVE MATERIALS:

19.1 All materials used in construction work without prior inspection (and where necessity testing) and without approval of the Engineer In – Charge is liable to be considered un–authorized and defective.

19.2 The Engineer In-Charge shall have full powers to remove any or all of the materials brought to the Site by the contractor but are not in accordance with the contract specification or do not conform in character or quality to the samples approved by him or do not conform to the relevant I.S./B.I.S specifications. In case of default on the part of the contractor in removing the rejected materials, the Engineer In-Charge shall be at liberty to have them remove by other means at the cost of the contractor.

19.3 The Engineer In-Charge shall have full power to utilize proper materials at the Site and he may ask the contractor to replace the rejected materials to maintain proper specification without compromising to the inferior quality of work.

#### 20. PROGRAMME OF WORK/CONSTRUCTION:

20.1 Time is the essence of the contract and it shall be clearly understood that the contractor is bound to complete the work in all respects within the time period as specified vide clauses of the contract agreement.

20.2 The work shall be carried/executed as per the detailed Programme of Work drawn up by the contractor/Bidder and submitted along with the tender/bid. The Programme of work shall give the forecast of the schedule dates of commencement and progress of the various construction stages of the work till completion as per the time allowed. It shall also indicate the time schedule for all preliminary arrangement, the contractor intend to make before starting the work. The progress schedule after modifications, if any during the progress of seeking clarifications while examining the tender shall be form a part of the contract agreement. In absence of such programme of work, a detailed Programme shall be drawn up by the Engineer In-Charge which shall be binding on the contractor and shall form a part of the contract agreement.

20.3 The progress schedule of work may be amended, as and when necessary by agreement between the Engineer In-Charge and the contractor within the limitations of the contract agreement prior to the approval of the competent authority.

20.4 Any major changes in the Programme of Work shall be intimated by the contractor to the Engineer In-Charge in writing and subsequently to be approved by the competent authority. Minor changes will only be recorded in the work register which shall be maintained at the contractor's Site office throughout the period of execution of work, open for inspection by the Engineer In-Charge or his representative.

20.5 The work may be carried out only during the day irrespective of Sundays and Holidays as considered by the contractor. For work on Sundays, Holidays and nights, the contractor shall have to give prior notice in writing to the Engineer In-Charge or his representative, so that Supervisory staffs can be deputed in time. The contractor shall not be allowed to executed any permanent nature of work in absence of the supervisory staff of Engineer In-Charge, no work shall be kept suspended for more than 48 hrs(forty eight hours) on reason of inspection or delay in taking measurements.

## 21. PROGRESS OF WORK:

21.1 If at any time during the progress of the work, the Engineer In-Charge shall be of the opinion that the contractor is not executing the work with diligence, it shall be lawful on the part of the Engineer In-Charge in writing to call upon the contractor to complete the specified portion(s) of the work by a date to be appointed in the notice, and in case the contractor does not comply even after 1(one) month notice in writing form the Engineer In-Charge, the contractor will render himself to action as per *clause no.33*

## 22. EXTENSION OF TIME:

22.1 If the work(s) be delayed by:-

- i) Force majeure, or
- ii) Abnormally bad weather, or
- iii) Serious loss or damage by fire, or
- iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) Delay on the part of other contractors or tradesmen engaged by the Government/Department, in executing work not forming part of the Contract, or
- vi) Non-availability of stores, which are the responsibility of Government to supply or
- vii) Non-availability or break down of tools and Plant to be supplied or supplied by the Govt./Deptt.,
- viii) Any other cause which, in the absolute discretion of the authority is beyond the Contractor's control, then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer In-Charge but shall nevertheless pursue constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer In-Charge to proceed with the works.

22.2 Request for the necessity of extension of time, to be eligible for consideration, shall be intimated by the Contractor in writings within 14(fourteen) days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

22.3 In any case, the accepting competent authority may give a reasonable extension of time for completion of the work which shall be intimated to the contractor by the Engineer In-Charge in writing within 30(thirty)days from the date of receipt of such request.

22.4 Formal request for extension of time for a specified period shall be submitted to the Engineer In-Charge at least 6(six) months before the expiry of the contract period in proper form. The request for extension of time shall be accompanied with justifiable reasons for the request.

22.5 Extension of time shall also be advisable in the case of temporary suspension of the work order in writing by the Engineer In-Charge.

## 23 SUB – LETTING OF CONTRACT:

23.1 The contract or any part thereof shall not be assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be sub-letting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the competent Authority.

## 24 SETTING OUT OF WORK:

- 24.1 The contractor shall be responsible for the true and proper setting out of work. Also shall be responsible for proper maintenance of all references/existing structures etc and other evidences existing in the field required in connection with the setting out of the work at the contractor's own cost till physical completion of all the items of the work or prior to that if agree to by the Engineer In-Charge.
- 24.2 All such references etc established by the contractor shall be subjected to check and approval of the Engineer In-Charge or his authorized representative at all times. Any variation notice in the work as a result of improper establishment or maintenance of these shall be at the risk and expense of the contractor.

## 25 INSPECTION OF WORK:

- 25.1 The contractor shall either himself supervise the execution of the work or the competent Site Engineer/Technical expertise/Supervisory staff as per the supporting document submitted by the contractor along with the Technical/Pre-qualification bid and as approved by the competent Authority. If the Contractor fails to comply, then the Engineer In-Charge shall have full power to suspend the execution of the work until such date a Technical expert is appointed subjected to the approval of the Engineer In-Charge and the contractor shall be held responsible for the delay so caused to the work.
- 25.2 The Engineer In-Charge or the officer In-Charge is to have at all times access to the works which are to be entirely under his control. The Engineer In-Charge shall intimate or confirm his instruction to the contractor in respect of the execution of work in a "*Work Site Order Book*" and the contractor or his authorized representative shall confirm receipt of such instruction by signing relevant entries in his book. The contractor shall allow inspection of the registers and other documents by the inspection officer and the Engineer In-Charge or his authorized representative at any time.
- 25.3 One copy of the approved drawings furnished to the contractor, shall be kept by the contractor at the Site and the same shall be at all reasonable time available for inspections and for references by the Engineer In-Charge.
- 25.4 All works shall be subjected to examining and approval by the Engineer In-Charge, no work shall be covered up or put out of view prior to such approval and the contractor shall give due notice to the Engineer In-Charge or his authorized representative without unreasonable delay, attend for the purpose of inspection of the works.
- 25.5 Any other extra work(s) which is/are not included in the contract of work and agreement, such work(s) shall not be executed without prior information and approval of the competent authority in writing.

## 26. MEASUREMENTS AND RECORDS:

- 26.1 The Engineer In-Charge shall ascertain and determined by measurement the quantum of work in accordance with the contract of agreement and as per specifications.
- 26.2 For measurement of any part of the work, the Engineer In-Charge shall intimate the contractor who shall forthwith attend or send his authorized representative to assist the Engineer In-Charge/authorized representative in taking measurement and shall furnish all particulars and details as required.
- 26.3 Should the contractor not attend, neglect or decline to send his authorized representative, then the measurement taken by the Engineer In-Charge or approved by him shall be considered as correct and accurate measurement of the work. Measurement taken jointly shall be with dated signature by both parties for each day of measurement. The quantum of work under

additional items, if ordered and approved by the competent authority for execution shall be ascertained by measurement.

27 DISPUTE:

27.1 In case of any disputes, questions or differences etc which may arise between the parties of the contract, it has to be brought to the notice of the Office of the State Project Directorate, Rashtriya Uchchatar Shiksha Abhiyan (RUSA), Meghalaya, Shillong whose decision shall be final, conclusive and binding to the contractor.

28 FINAL CERTIFICATE:

28.1 Within 10(ten) days after the work is completed, the contractor shall intimate of such completion to the Engineer In-Charge and subsequently within 30(thirty) days of receipt of such notice, the Engineer In-Charge shall inspect the work and if there is no defect in the executed work, shall furnish the contractor a Completion Certificate indicating the date of completion. If However, there are defects in the work which in the opinion of the Engineer In-Charge do not need re-construction and can be rectified, then a Certificate may be issued indicating –

(a). the date of completion

(b). defects to be rectified by the contractor as may required for rectification of defects.

28.2 No Certificate of completion shall be issued nor shall the work be considered as completed till the Site is finally cleared as provided for in *clause No.31* of this document, Except for such materials and equipment's which may be required for rectification of defects.

29 FINAL CLEARANCE OF SITE:

On completion of the work, the contractor shall clear and remove from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/ their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer In-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

30. DEFECT LIABILITY:

30.1 The contractor shall be responsible to make good and remedied, at his own expenses with in such a period as may be stipulated by the Engineer In-Charge any defect which may develop or may be noticed before the expiry of a period of 12(twelve) months herein after referred to as the *Defect Liability Period* from the certificate of completion and intimation in writing of which shall be sent to the contractor in person or by registered post.

30.2 In the event whereby the contractor fail to rectify the defect or damage within the stipulated period as notified by the Engineer In-Charge in his aforesaid notice, then the Engineer In-Charge may rectify or remove or re-execute the work and replace with other materials/articles complained of, as the case may be by other means at the risk and expenses of the contractor.

31. CANCELLATION OF CONTRACT IN FULL OR IN PART:

31.1 If the contractor:

a) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer In-Charge/competent authority; or commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is served to him in that behalf by the Engineer In-Charge/competent authority; or:

b) If contractor at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Engineer In-Charge/competent authority.

In such cases, the Competent/Accepting Authority, without prejudice to any other right or remedy which may have occurred or shall occur thereafter by written notice cancel the contract in whole or in part.

- 31.2 The competent/Accepting Authority shall on such cancellation have powers to:
- a) Take possession of the site and any materials , constructional plants, implements, stores, etc, thereon and,
  - b) Carry out the incomplete work by and means at the risk and expenses of the contractor.
- 31.3 On cancellation of the contract in full or in part, the Engineer In-Charge shall determine what amount if any is recoverable from the contractor for the completion of the entire work and for the losses or damages suffered by the Department. In determining the amount, credit shall be given to the contractor for the quantum/value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and in-corporate in the work and use of machinery belonging to the contractor.
32. LABOUR REGULATION:
- 32.1 The contractor shall employ skilled and experienced labourers in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship or the degree specified in the contract and to the satisfaction of the Engineer In-Charge. The contractor shall not employ in connection with the work any person(s) who is below 14(fourteen) years of age. The contractor shall also abide by the provisions of the *Child Labour (Prohibition and Regulation) Act, 1986*. Failure to fulfill this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
- 32.2 The contractor shall furnish to the Engineer In-Charge fortnightly the distribution return of the number and description by the trades of work in which people are employed on the work.
- 32.3 The contractor shall not employ labour or staff of doubtful integrity of the State. If anti-State or anti-social elements are employed by the contractor, the contract agreement will be cancelled and no claim whatsoever will be entertained for any losses or damages.
- 32.4 For the purpose of all labour laws, the contractor shall be deemed as "Employer" in respect of the labourers employed by him for the contracted work. The department shall not take any liabilities whatsoever in this respect.
- 32.5 The contractor shall pay to the labourers employed by him adequate wages and shall be as per the rules and regulations framed by the Department/Government from time to time. The register of workmen and as register of wage-cum-muster roll shall be maintained and kept at the work Site.
- 32.6 The contractor shall see that sufficient numbers of technically qualified staffs are always at the site of the work during working hours, personally checking all the items of the work and paying extra attention to the specification and quality of work. For this purpose the bidder/contractor should mention their own technical qualification/qualified technical supervisory staff with experienced during submitting the tender as credentials.
- 32.7 The Contractor shall have to provide Personal Protective Equipments to their workers as per site/work requirements.
- 32.8 As per the Notification No.LC/BCWWC-25/2011/Pt-I/785-98 Dated 10<sup>th</sup> March 2016 from Labour Commissioner & Secretary, Meghalaya Building & Other Construction Workers Welfare Board ,Shillong, the Contractor should furnish either a copy of applicable License/registration or proof of applying for obtaining labour license, registration and to Register the labourers with the Meghalaya Building & other Construction Workers Welfare Board
33. MATERIAL SOURCES:
- 33.1 Quarry for stones, sand, earth etc has to be ascertained from the site and approved by the Engineer In-Charge.
- 33.2 The Bidder /contractor shall make their own independent investigations as to the availability as well as suitability of the various materials required for the construction subjected to the approval of the Engineer In-Charge.
- 33.3 No claim whatsoever will be admissible for any extra leads etc of materials conforming to the specifications shall be brought from all leads.
- 33.4 Payment of Forest Royalty on the forest products such as stone, sand, earth etc, will be recovered from the contractor's running bill. The rates of royalty shall be as per the prevailing rates of the State. However, recovery of the Forest Royalty will be exempted from those contractors who can furnish evidence that they have already paid the royalty at the time of purchase from the dealers/quarry owners and on such proof, no deduction will be made.
34. SPECIFICATIONS OF THE BUILDING:
- 34.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards to materials and otherwise in every respect strictly in-



accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions(in writing) in respect of the work signed by the Architect engaged by the Education department, Govt. of Meghalaya and 1(one) copy of the detail drawings together with specifications, and instructions shall be furnished free of charge to the contractor .

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

**35. GST & LABOUR CESS.**

- 34.1 GST and Labour Cess will be deducted from the Contractor's Running Bills as per latest Government Rates and Notifications.

Sd/-  
Director of Higher & Technical Education &  
Deputy Project Director, RUSA  
Education Department  
Meghalaya ::: Shillong

**CERTIFICATE**

This is to certify that I have read the Terms and conditions of the Detailed Tender Notice issued by the Office of the Office of the State Project Directorate, Rashtriya Uchcharat Shiksha Abhiyan (RUSA), Meghalaya, Shillong, and that I have quoted my rates taking into consideration the recovery rate of royalty on Forest product, including all relevant Taxes applicable in the State of Meghalaya.

**Signature of Contractor/firm**

Witness: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_

Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_

Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

\_\_\_\_\_

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF  
BIDDER OR ABANDONMENT OF WORK BY THE BIDDER.

- 34.1.1 a) Does the Applicant or its constituent partners have a consistent history of litigation awarded against him? Yes/No
- b) If Yes, give details:
- 2.a) Has the applicant been debarred/expelled by any agency in India during the last 3(three) years, expecting on account of reasons other than non-performance ? Yes/No
- b) If Yes, give details:
- 3.a) Has the applicant during the last 3(three) years abandon any contract work in India ? Yes/No
- b) If Yes, give details:
4. a) Has the applicant been declared bankrupt during the last 3(three) years ? Yes/No
- b) If Yes, give details, including present status:

Note:- *If any information in this schedule is found to be in – correct or concealed, pre-qualification bid will be summarily rejected.*

**Signature of Contractor/firm**

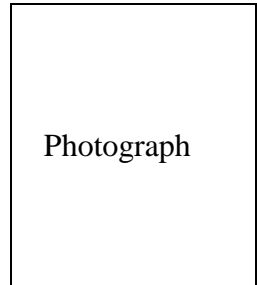
Name in block letter \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

\_\_\_\_\_

GENERAL INFORMATION:

All individual firms and contractor applying for pre – qualification are requested to complete the information in this form. The nationality information should be provided for all owners of applicants who are partnership or individually owned firms.



- 1. Name of contractor/Firm \_\_\_\_\_
- 2. Head office address: - \_\_\_\_\_  
\_\_\_\_\_
- 3. Telephone: \_\_\_\_\_
- 4. Fax:- \_\_\_\_\_
- 5. Place of Registration : - \_\_\_\_\_
- 6. Year of Registration : - \_\_\_\_\_
- 7. Registration Number : - \_\_\_\_\_
- 8. Organization under whom the applicant is registered : -  
\_\_\_\_\_
- 9. Electrical License Number :- \_\_\_\_\_ valid up to \_\_\_\_\_
- 10. Labour License Number ; - \_\_\_\_\_ valid up to \_\_\_\_\_
- 11. Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_
- 12. Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_
- 13. Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

- Note:- (i) *Enclose attested copy of Registration certificate.*  
(ii) *Enclose attested copy of photograph of the applicant.*  
(iii) *Enclose attested copy of Electrical License and Labour License.*

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

STRUCTURE AND ORGANIZATION

1. The applicant is :-
  - (a) An individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited Company or Corporation
  - (e) A group of firms/joint venture  
(Give complete information in respect of each partner)
2. Attach the Organization chart indicating the structure of organization, including the name of the Director and position of other members.
3. Number of years of experience
  - (a) as a Prime contractor(contractor shouldering major responsibility)
    - (i) in own State \_\_\_\_\_
    - (ii)in other States \_\_\_\_\_  
(Specify State)
4. For how many years has your organization been in business of similar work? \_\_\_\_\_
5. Has any work been withdrawn? Yes/No  
(If yes, give details and reasons thereof)\_\_\_\_\_
6. has any work been abandon and left incomplete? Yes/No  
(If so, give name of the project and reasons for not completing the work)  
\_\_\_\_\_
7. Have you ever sublet any work at any time? Yes/No  
(If yes, specify name of work and extent of subletting) \_\_\_\_\_

Note: - Enclose a certified copy of your constitution/Articles of Association.

**Signature of Contractor/firm**

Name in block letter\_\_\_\_\_

Complete Postal Address\_\_\_\_\_

\_\_\_\_\_

## GENERAL EXPERIENCE

Name of the applicant:- \_\_\_\_\_  
 \_\_\_\_\_

All applicants, individual/firms and all partners of a joint venture are requested to complete the application of this form. The information supplied should be Annual turnover of the applicant for each number of a joint venture in terms of accounts billed to clients for each year for work in progress or completed.

Use a separate sheet for each partner for a joint venture.

ANNUAL TURNOVER ( <i>CONSTRUCTION WORKS ONLY</i> )			
Sl.No.	Year	Completed works (Rs. In lakhs)	Works in progress (Rs In lakhs)
1	2015 – 2016		
2	2016 – 2017		
3	2017 – 2018		

Note:- *Supporting documents, such as audited reports, balance sheets, In –come Tax returns, certificates from Chartered Accountant/Competent Authority should be enclosed to substantiate the aforesaid information.*

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

\_\_\_\_\_

<b>DETAILS OF EXPERIENCE IN CONSTRUCTION OF R.C.C BUILDINGS (DETAILS OF WORK DURING THE LAST 3 (THREE) FINANCIAL YEARS)</b>									
Sl. No	Name of work	Name of Employer and address	Plinth Area of the building	Number of storey/stories	Value of work (Rs In lakhs)	Time of completion As per agreement	Date of contract award	Actual date of completion	Reasons for delay, if any
1	2	3	4	5	6	7	8	9	10

**Countersigned by**

Signature \_\_\_\_\_

Designation \_\_\_\_\_

\_\_\_\_\_

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

\_\_\_\_\_

**ANNEXURE A (vii)**

**SUMMARY SHEET: CURRENT CONTRACT COMMITMENTS/WORKS IN PROGRESS.**

Name of the Applicant: - \_\_\_\_\_

Applicant and each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued.

Sl.No	Name of Contract Client	Name of work	Contract value (Rs.in lakhs)	Stipulated date of Completion	Value of outstanding work (Rs.in lakhs)	Estimated completion date
1	2	3	4	5	6	7

**Countersigned by**

**Signature of Contractor/firm**

Signature \_\_\_\_\_

Name in block letter \_\_\_\_\_

Designation \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

\_\_\_\_\_



BANK CERTIFICATE

(Refer to clause VII of the terms and conditions)

This is to certify that Shri/Smt/MS \_\_\_\_\_  
\_\_\_\_\_ is a reputed contractor/firm with adequate financial  
Standing.

If the contract for the work, namely “**Construction of Model Degree College at  
Patharkmah,**

**Ri Bhoi District, Meghalaya**” is awarded to the above contractor/firm, we shall be able  
to provide overdraft/credit facilities to the extent of Rs \_\_\_\_\_  
(Rupees \_\_\_\_\_) only  
to meet his/her/their working capital requirement for the execution of the above mentioned  
work.

\_\_\_\_\_  
**Signature of Bank Authority  
Name of the Bank**

Designation \_\_\_\_\_

Complete Address \_\_\_\_\_

\_\_\_\_\_

**LIST OF KEY EQUIPMENT AND FIELD TESTING EQUIPMENT TO BE  
DEPLOYED ON CONTRACT WORK.**

(Refer to clause III of Appendix-A & 18.2 & 20 of Appendix-B of the terms and conditions)

**Key equipment**

No.	Equipment Type and Characteristics	Min. Number Required
1	Excavator cum Loader	1
2	Concrete Vibrator	2(Two) No.
3	Concrete Mixer	2(Two) No
4	Water Tankers	2(Two) Nos
5	Trucks/Tippers	1(one) No
6	Tubular scaffolding with 40mm diameter pipes of 6m length with necessary bracings where ever required and Steel centering	50 sq.m

**Field testing Laboratory equipment**

No.	Equipment Type and Characteristics	Min. Number Required
1	Hydraulic Compression Testing Machine, handoperated 100 tonnes capacity. Conform to the requirements of IS: 516-1959, IS :14858-2000 calibrated to an accuracy of $\pm 1\%$ indicated load within range.	1
2	Cube moulds 150x150x150 mm size conforming to IS : 516-1959, IS : 10086-1982.	12
3	Slump apparatus conforming to IS: 7320.	1
4	Test sieve set IS : 460-1972, 30 cm dia frame of size 40mm, 20mm, 12.5mm and 10 mm and 20 cm dia frame of size 4.75mm, 3.35 mm, 2.36mm, 1.18mm, 600 micron, 300 micron, 150 micron, 90 micron and 75 micron.	1 set
5	15 cm dia aggregate crushing value apparatus as per IS : 2386 (Part-IV)- 1963.	1
6	Graduated cylinder of glass 100, 250 and 1000 ml capacity.	1 each
7	Balances 1 kg, 5kg and 15 kg capacity.	1
8	Electric oven, thermostatically controlled upto 2000C, chamber space about 40x40x40 cm.	1
9	Le-chatelier apparatus as per IS : 4031.	1
10	Bulk density measure 3 and 15 litres capacity as per IS : 2386 (Part-III)- 1963.	1

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

## **SAMPLE AGREEMENT CLAUSES**

**Clause 1:** The terms and conditions of the work order and the terms conditions and specifications accompanying the notice calling for tenders shall be binding on both parties. The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, hereafter called the first party and .....(hereafter called the Contractor and the second party). The notice with the terms and conditions and specifications accompanying it should form part of the contract document in addition to the terms and conditions and specifications mentioned hereunder. In case they are at variance with what is provided in the conditions mentioned hereunder, the latter will take precedence.

**Clause 2:** The time allowed for carrying out the work as entered in the tender should be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the Contractor. The Contractor shall pay as compensation an amount equal the 1% (one percent) or such smaller amount as decided by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, (whose decision in writing shall be final) of tendered amount of the whole work for every week or part thereof that the work remains un-commenced or unfinished after the fixed dates. Further he should ensure that the progress is proportional to or in advance of time allowed. In the event of the Contractor failing to comply with the conditions he shall be liable to pay as compensation an amount equal to one percent of the tendered cost of the whole work for every week that the due quantity of work remains incomplete; provided always that the entire amount of the compensation be paid under this provision shall not exceed ten percent of the cost of work as shown in the tender.

**Clause 3:** In any case in which under any clause of this contract the Contractor shall have rendered himself liable to penalty amounting to fifty percent or more of his security deposit (whether paid in the lump sum or deducted by one installment) the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, shall adopt any of the following courses as he deems best suited to the interest of the school.

a). To rescind the contract as to which rescission notice in writing to the Contractor under the hand of the Secretary, shall be final and conclusive and in which case the security deposit of the Contractor shall stand forfeited absolutely at the disposal of the school and to value the incomplete items of work as he deems suitable and pay Contractor finally after recovery of the penalty amount equal to the security deposit and other dues.

b). To measure up the work of the Contractor and to take away such a part thereof as shall be unexecuted out of his hand and to give it to another Contractor to complete it, in which case any expense which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (as to amount of which excess the certificate in writing of the Engineer in charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Secretary, the school under the contract or otherwise or from the security deposit or the proceeds of the sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into engagement or make any advance on account thereof, with a view to the execution of the work or performance of the contract. And in case the contract shall be rescinded under the provision

aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer in charge shall have certified in writing the performance of such work and the value payable in respect thereof and that he shall be entitled to be paid the value thereof.

**Clause 4:** If the Contractor shall desire extension of time for the completion of the work on the ground of his having been unavoidable hindered in its execution or any other ground he shall apply in writing to The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, within 15 (fifteen) days of the date of hindrance or due date of occurrence or commencement of the aforesaid grounds on account of which he desires such extension and the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, shall, if in his opinion (which shall be final and conclusive) he considers the grounds are reasonable authorize such extension of time.

**Clause 5:** The Contractor shall give the notice in writing when the work is completed and on receipt of such notice the Building shall arrange to get the works measured and the bills thereof prepared. The work shall not be deemed as complete unless the Contractor removes all the surplus materials and scaffolding and clears the site of all the debris to the entire satisfaction of the Engineer incharge/ The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong. The Engineer incharge will issue the Completion Certificate For Construction Of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya to enable the contractor to handover the project to The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong

**Clause 6:** The Contractor shall be entitled to be paid running account bills according to the progress of the works executed and measured. The amount of running payments should be calculated on the basis of Meghalaya PWD Schedule of Rates for Building for the year 2015-16 and price bid of the contractor. No running bills shall be paid for works less than Rs. **50 (Fifty) Lakhs**

**Clause 7:** The final bill shall be prepared on completion of the works as per specifications, drawings and to the entire satisfaction of the competent authority at the tendered rates/amount and the sum total of the running bills deducted there from and the resultant amount paid to the Contractor after recovery of all dues under clauses of this contract or otherwise from the Contractor.

**Clause 8:** The Contractor shall execute the whole and every part of the work faithfully in the most substantial and workman like manner as regards material and otherwise in every respect and in strict accordance with the true intent and meaning of the designs, the drawings the written instructions signed by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, related to the work.

**Clause 9:** The Contractor shall allow free access to his works to the Supervising staff and the members of the staff as appointed for the purpose by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, to inspect test and examine to the works and materials. If demanded he shall uncover the buried foundation, covered ceiling, roof, etc., for the genuine purpose of inspection and testing.

**Clause 10:** The Contractor shall if demanded in writing by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, prepares concrete test cubes and arrange for testing the compressive and tensile strength of concrete as shall be specified and also shall bear the expense thereof, if any.

**Clause 11:** The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, shall have power to make any alterations or additions to the original specifications,

drawings, designs and instruction that appear to him to be necessary and advisable during the process of the work and the Contractor shall be bound to carry the work in accordance with any instruction which may be given in writing and such alterations shall not invalidate the contract and any additional works which the Contractor may be directed to do in the manner above specified as a part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agrees to do the main work. The time of completion shall be extended proportionately. And if the additional work includes any class of work for which no rate is provided in the contract, then such class of works shall be carried out at the rate mutually agreed upon by both parties on the basis of actual analysis by the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong plus Contractor, profit not more than 10% (ten percent).

**Clause 12:** The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, shall have the power to reduce the quantity/amount of work and to review the specification if he thinks it necessary. In such case the Contractor shall have no claim for compensation whatsoever on account of any profit or advantage than he would otherwise receive had the works been not reduced.

**Clause 13:** If it appears to the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, that any work has been executed with unsound, imperfect or unskillful workmanship and with materials or inferior description/quality the Contractor shall, on demand in writing fore with rectify or remove or reconstruct the work as required and demanded by the latter at the Contractor's cost and risks. In the event of the Contractor failing to do so, the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong shall have the power to get the rectification work done otherwise and recover the cost thereof from the Contractor (from the Contractor's bill for this work under this contract or from any amount/account laying at this credit.

**Clause 14:** The Contractor shall give at least 10 days notice to the Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong, in writing before covering up or before placing beyond the reach of measure inspection any work in order that the same may be inspected and measured.

**Clause 15:** The Contractor shall supply all necessary material, tools and plants, instruments, etc., required for setting out and laying out the building work and also shall supply men to help the Engineer in charge to lay out the building work and do the measurements required in the work.

**Clause 16:** In case of any damage or injury to his workmen as a result of accident in execution of the work the Contractor shall settle up such damages compensation as required under Labour Act for the purpose.

**Clause 17:** No labour below 14 years of age should be engaged by the Contractor.

**Clause 18:** No Cement Concrete works shall be done on Sundays, except with prior permission from Engineer in-charge.

**Clause 19:** The Contractor shall carry out the works in accordance with the Meghalaya P.W.D General Specification current in the year and also in accordance with Indian Standard Code of Practice.

**Clause 20:** If the Contractor or his work-people or servants shall break, deface, injure or destroy any part or a structure, in which they may be working, or any building road, fence, enclosure, or grass land, or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress from any cost whatever or any imperfection become apparent in it within three months after a Certificates, final or other, of its completion shall have

been given by the Engineer incharge as aforesaid, the contractor shall make the same good at his own expense or in default, the Engineer incharge may cost the same to be made good by other workmen and deduct the cost (of which the Certificates of the Engineer-in-charge shall be final and conclusive) plus twenty four percent supervision charges from any sums that may be then, or at any item thereafter may become, due to the contractor or from his security deposits or the proceeds of sale thereof, or a sufficient portion thereof.

**Clause 21:** (i) The term ‘competent authority’ wherever it is mentioned means the The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong  
(ii) The term ‘Engineer in charge’ means the Officer(s) nominated by The Office of the State Project Directorate, Rashtriya Uchchar Shiksha Abhiyan (RUSA), Meghalaya, Shillong  
(iii) Whenever the word document appears in this Tender paper it implies the same meaning as Tender papers.

**Clause 22:** The Contractor shall as far as possible employ persons belonging to the state of Meghalaya, for working the projects covered by the Agreement. Failure to comply with such conditions would be tantamount to defying Government orders and such defaulting Contractors may be liable to such action as the Government may deem fits.

**Clause 23:** All Taxes including Forest Royalty should be paid by the Contractor to the concern department of the Government.

## PRICE BID

### GROUP – I

I am/We are agreeable to execute the work of “**Construction Of Model Degree College, at Patharkhmah, Ri Bhoi District, Meghalaya**” within the time framed as fixed by the Education Department and as per the Rates quoted against each sub – head work and as per the terms and conditions of the detailed tender notice for the aforesaid work.

### **GROUP – I: Construction Of Model Degree College at Patharkhmah, Ri Bhoi District, Meghalaya Construction Of Academic & Administrative Buildings.**

#### **MAIN BUILDING**

*Rates are to be quoted on flat percentage basis i.e. AT PAR / ABOVE the Meghalaya Schedule of Rates for Building Works for 2015-2016 as applicable in Khasi Hills District Meghalaya.*

SL. No	Work Description	Approximate Value calculated based on existing Meghalaya PWD Schedule Of Rates	Rates to be quoted (in percentage)		Amount (in Rupees)	
			In Figures	In Words	In Figures	In Words
1	Building works including sanitary and water supply	<b>6,25,85,706.00</b>				
2	Internal Electrical works	<b>29,42,275.00</b>				
<b>TOTAL =</b>						

#### **Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_

Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_

Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

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**Supply, Installation and Commissioning of Lifts in Main Building.**

SI No	Items	Qty	Rates to be quoted (in percentage)		Amount (in Rupees)	
			In figures	In words	In figures	In words
1.	<p><i>Passenger Lift: Car Size 1100mm x 1300mm, Hoist way dimension 1750mm x 1720mm, door with 800, G+3, Travel height 3.00m, Speed = 1m/s to 1.75m/s, MRL automatic Lift, 8 passengers. Pit depth 1300mm, overhead 4000mm. Rated Capacity 554Kg.</i></p> <p><i>Car Walls: Stainless Steel hairline finish panels with choice of various finishes. Half or full height mirror on back wall of elevator car can be provided.</i></p> <p><i>Doors : Stainless steel hairline finish center opening or telescopic automatic doors with choice of various finishes. Landing doors are provided with narrow jambs of 50mm width. Hall button station with direction and car position indicator; stainless steel hairline finish landing plates with illuminated touch sensitive buttons with scrolling floor and direction display. Car operating panel: Full height stainless hairline finish with integrated battery backed "Emergency Light" and Push to talk"</i></p> <p><i>LED Car ceiling: Stainless steel finish with choice of designs. Starlight like ceiling which enhances the aesthetic appearance. Uniform lighting ensured. More liable and long lasting as compared to conventional lighting systems. Power saving to the order of 80% as compared to conventional lighting. So operating lighting costs reduced by 80%. Hand rail : Stainless steel tubular rail (38mm dia) on back wall.</i></p> <p><i>Flooring: Anti-skid PVC flooring with choice of colour and design.</i></p>	2				

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_

Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_

Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

Complete Postal Address \_\_\_\_\_



## **GROUP – II**

I am/We are agreeable to execute the work of “**Construction Of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya**” within the time framed as fixed by the the Education Department and as per the Rates quoted against each sub – head work and as per the terms and conditions of the detailed tender notice for the aforesaid work.

### **GROUP – II: Construction Of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya Construction Of Boys’ Hostel.**

#### **BOY’S HOSTEL**

*Rates are to be quoted on flat percentage basis i.e. AT PAR / ABOVE the Meghalaya Schedule of Rates for Building Works for 2015-2016 as applicable in Khasi Hills District Meghalaya.*

SL.No	Work Description	Approximate Tender Value calculated based on existing Meghalaya PWD Schedule Of Rates	Rates to be quoted (in percentage)		Amount (in Rupees)	
			In Figures	In Words	In Figures	In Words
1	Building works including sanitary and water supply	2,35,75,044.00				
2	Internal Electrical works	11,22,621.00				
<b>TOTAL =</b>						

#### **Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_

Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_

Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

**GROUP – III**

I am/We are agreeable to execute the work of “**Construction Of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya**” within the time framed as fixed by the Education Department and as per the Rates quoted against each sub – head work and as per the terms and conditions of the detailed tender notice for the aforesaid work.

**GROUP – III: Construction of Model Degree College at Patharkmah, Ri Bhoi District, Meghalaya**

**Construction of Girls Hostel.**

**GIRL’S HOSTEL**

*Rates are to be quoted on flat percentage basis i.e. AT PAR / ABOVE the Meghalaya Schedule of Rates for Building Works for 2015-2016 as applicable in Khasi Hills District Meghalaya.*

SL.No	Work Description	Approximate Tender Value calculated based on existing Meghalaya PWD Schedule Of Rates	Rates to be quoted (in percentage)		Amount (in Rupees)	
			In Figures	In Words	In Figures	In Words
1	Building works including sanitary and water supply	1,62,56,526.00				
2	Internal Electrical works	7,74,120.00				
<b>TOTAL =</b>						

**Signature of Contractor/firm**

Name in block letter \_\_\_\_\_

Registration No. \_\_\_\_\_

Labour License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Electrical License No. \_\_\_\_\_ valid up to \_\_\_\_\_

Employees Provident Fund organization \_\_\_\_\_ valid up to \_\_\_\_\_

Employee State Insurance Corporation \_\_\_\_\_ valid up to \_\_\_\_\_

Building and other construction workers \_\_\_\_\_ valid up to \_\_\_\_\_

Complete Postal Address \_\_\_\_\_

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